

**NEW CONTRACT COVER SHEET**  
**Mayor's Office of Strategic Planning & Community Development (OSPCD)**  
**Monica R. Lamboy, Executive Director**

|   |  |                                  |
|---|--|----------------------------------|
| Project Name <b>ADA Streetscape Program</b>   |  |                                  |
| Project Manager: <b>Stephen Winslow</b>   | Extension: <b>x2519</b>  |                                  |
| Vendor/Contractor : <b>Sequoia Construction</b>   |  |                                  |
| Vendor/Contractor Address: <b>10 Buckley Avenue, Suite 9, Whitman, MA 02382</b>                   |  |                                  |
| Vendor/Contractor Federal ID #: <b>04-3181294</b>   |  |                                  |
| Vendor/Contractor Name of Signer: <b>Kevin McCloud</b>  |  | Title: <b>Treasurer</b>          |
| Vendor/Contractor Corporate Clerk/Secretary (for original contract only):                         |  |                                  |
| Vendor/Contractor Contact Person: <b>Ed McCloud</b>   |  |                                  |
| Contractor/Subcontractor Ethnicity*:  |  | Contractor/Subcontractor Gender: |
| E-Mail: <b>seqcon2@aol.com</b>  | Tel: <b>781-447-8052</b>   | Fax: <b>781-447-8057</b>         |
| Original Contract Sum: <b>\$135,900.00</b>  | Amount to be encumbered: <b>\$100,000</b> ✓                      |                                  |
| Original Contract Term: <b>2 Years</b>  |  |                                  |
| Original Contract Insurance:  |  |                                  |
| Commercial General Liability (\$ <u>1,000,000</u> /occurrence; \$ <u>2,000,000</u> /aggregate)    |  |                                  |
| Automobile Liability (\$ <u>1,000,000</u> /occurrence; \$ <u>1,000,000</u> policy limit coverage) |  |                                  |
| Worker's Compensation (statutory coverage under GL, Ch.152)                                       |  |                                  |
| FUNDING SOURCE(S):  |  | Year:                            |
| CDBG ✓ 2007 ( # 1433 ) \$50,000   |  | 2007, 2008,                      |
| ✓ 2008 ( # 1534 ) \$50,000  |  | 2009                             |
| HUD Activity #, if applicable *   |  |                                  |
| CFDA # 14.218   | Section 3 Contractor? (Y/N)                                      |                                  |
| CDBG National Objective*: Benefit to Low/Mod Clientele  |  |                                  |
| Answer Yes or No:   | OSPCD Budget Attached?   |                                  |
| Wage Rates?   | State Prevailing Rates (S) or Federal Davis Bacon Rates (DB)? DB |                                  |
| W-9 on File?  | Is Vendor/Contractor a WBE? (Y/N) MBE? (Y/N):                    |                                  |
| PROCUREMENT METHOD: Chapter 30:39M  |  |                                  |

\* See below

**CONTRACTOR/SUBCONTRACTOR ETHNICITY**

White Americans (WA)                      Hispanic Americans (HA)  
 Black Americans (BA)                      Asian/Pacific Islander Americans (A/PI A)  
 Native Americans (NA)                      Hasidic Jews (HJ)

**HUD ACTIVITY NUMBER**

appears on your OSPCD Finance and Admin Budget

**CFDA NUMBERS:** Applicable when contract is with a nonprofit "subrecipient"

CDBG = 14.218

HOME = 14.239

ESG = 14.231

Economic Development Initiative Grant = 14.251

Lead Hazard Control Grant = 14.900

Lead Hazard Reduction Demonstration Grant = 14.905

If none of the foregoing, insert N/A

**CDBG NATIONAL OBJECTIVES**

Low/Mod Area Benefit

Benefit to Low/Mod Clientele

Urgent Need

Slums and Blight

N/A if not CDBG-funded

**CONTRACT PROCUREMENT METHODS**

Chapter 7:38A-1/2 Designer Selection

Chapter 30B:4 Sound Business Judgment [goods and services under \$5,000]

Chapter 30B:4 Request for 3 Quotes (RFQ) [goods and services between \$5,000 and \$24,999]

Chapter 30B:4 Sole Source

Chapter 30B:5 Invitation for Bids (IFB) [goods and services \$25,000 and above and some construction]

Chapter 30B:6 Request for Proposals (RFP) [goods and services \$25,000 and above]

Chapter 30:39M Invitation for Bids [Public Works Construction]

Chapter 149 Invitation for Bids [Public Building Construction]

N/A - Exempt Contract

09 108

CONTRACT NUMBER

\$ 135,900.00

CONTRACT AMOUNT

A 99475 \$ 50,000.00  
A- 99447 \$ 50,000.00

PURCHASE ORDER # AND AMOUNT

09-40CD

BID NUMBER

OSPCD

ISSUING DEPARTMENT

Transportation and Infrastructure

FUNDING DEPARTMENT (Division)

March 1, 2009 – February 28, 2010

CONTRACT PERIOD

CITY OF SOMERVILLE

MAYOR'S OFFICE OF STRATEGIC PLANNING AND COMMUNITY DEVELOPMENT

PUBLIC CONSTRUCTION CONTRACT

FOR: ADA Ramps (12) at Four Locations

CONTRACTOR: Sequoia Construction, Inc.  
10 Buckley Avenue, Suite 9  
Whitman, MA 02382  
781-447-8052

ACCORDING TO SPECIFICATIONS CONTAINED HEREIN

**CITY OF SOMERVILLE**  
**OWNER-CONTRACTOR PUBLIC CONSTRUCTION AGREEMENT**

AGREEMENT made this 1st day of March, 2009, by and between the City of Somerville, a Massachusetts municipal corporation, acting by and through its Purchasing Department, with a usual address of 93 Highland Ave., Somerville, MA 02143 ("City", "Owner" or "Awarding Authority") and the following General Contractor ("Contractor" or "General Contractor"):

**GENERAL CONTRACTOR:**

Name: Sequoia Construction, Inc.  
Address: 10 Buckley Avenue, Suite 9, Whitman, MA 02382  
Telephone: 781-447-8052 Fax: 781-447-8057  
E-Mail: seqcon2@aol.com

PROJECT: ADA Ramps (12) at Four Locations

The work consists of the construction of twelve (12) Wheelchair Ramps to Massachusetts Architectural Access Board (AAB) standards (521 MR 21.00, effective January 27, 2006); hiring a design professional to verify that all AAB requirements have been fulfilled; and resetting crosswalk signs. Substantial completion of work shall be by September 1, 2009.

**PROJECT MANAGER:**

Name: Stephen Winslow  
Address: City Hall, 3<sup>rd</sup> floor, 93 Highland Avenue, Somerville, MA 02143  
Telephone: 617-625-6600, x.2519 Fax: 617-625-0722  
E-Mail: swinslow@somervillema.gov

**DESIGN PROFESSIONAL:**

Vendor Name None  
address  
city, state, zip code

Contact: Name, title  
Telephone #.  
Fax #:  
Email:

Profession: Architect [ ] Landscape Architect [ ] Engineer [ ]

**FUNDING SOURCE:** Federal [ X ] State [ X ]

Name: 1) U.S. Department of Housing & Urban Development Community Development Block Grant Funds

2) Commonwealth of Massachusetts, Executive Office of Environmental Affairs, Urban Self Help Grant Program

THIS CONTRACT IS A:

- ☒ Public Works Contract estimated to cost more than \$10,000 subject to the bidding requirements of G.L. c. 30, § 39M
- ☐ Public Building Contract estimated to cost under \$10,000, subject to the price quote requirements of G.L. c. 149 §44A (2)(A)
- ☐ Public Building Contract estimated to cost more than \$10,000 but less than \$25,000, subject to the written response requirements of G.L. c. 149, §44A(2)(B) of the General Laws
- ☐ Public Building Contract estimated to cost more than \$25,000 but less than \$100,000, subject to the bidding requirements of G.L. c. 149, §44A(2)(C) and G.L. c. 30, § 39M
- ☐ Public Building Contract estimated to cost more than \$100,000, subject to the bidding requirements of G.L. c. 149, §44A(D).

Section 1: CONTRACT DOCUMENTS/APPENDICES

The Contract Documents consist of this Agreement; the notice of award of the Contract; the Notice to Proceed; the entire Project Manual; Change Orders; Construction Change Directives; the Contractor's Bid and all accompanying documents; and the Design Professional's written interpretations and clarifications issued on or after the issuance of the Notice to Proceed. Shop Drawing submittals and reports or drawings utilized by the Design Professional in preparing the Contract Documents are not Contract Documents.



The following Appendices are hereby incorporated by reference as part of this Agreement.

  X   Certificate of Authority

  \*   Appendix A - Scope of Services - Misc. Bid Documents: includes a brief description of the Project, the Plans and Technical Specifications (Plans on File) and Addenda issued during the bid process

  X   Appendix B - Contractor's Bid Price; Form for General Bid

 X\*\*  Appendix C - General Conditions

 X\*\*  Appendix D - Insurance Requirements with Contractor's Insurance Certificate(s)

  X   Appendix E - Wage Rates; Living Wage

  X   Appendix F - Certificate of Good Standing (for corporations)

  X   Appendix G - Procurement Documentation (includes Advertisement; Notice to Bidders)

  X   Appendix H - Statement of Management (over \$100,000)

  X   Appendix I - Performance Bond and Payment Bond, if contract is over \$2,000

  X   Appendix J - Section 3 Requirements

  X   Appendix K - Laws Applicable to Federally Funded Contracts

X = Attached

\* = Included in the Project Manual and incorporated herein by reference

\*\* = Attached and also duplicated in the Project Manual

## Section 2: THE CONTRACTOR'S WORK.

The Contractor's "Work" refers to the services and the entire completed construction or the various separately identifiable parts thereof required by the Contract Documents, including all labor, materials, and equipment furnished, furnished and incorporated into the Project, or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

Section 3: PROJECT DATES.

- (a) Contract Period: The Contract shall begin on March 1, 2009 and end on February 28, 2010.
- (b) Date of Commencement of Work: The Date of Commencement of the Work shall be stipulated by a written Notice to Proceed given by the City to the Contractor.
- (c) Date of Substantial Completion: The Contractor shall achieve Substantial Completion of the Work on or before **September 1, 2009**, time being of the essence. Substantial Completion means that the Work has been completed and the Site or the facility is opened for full and intended public use, except for minor incomplete or unsatisfactory items that do not materially impair the usefulness of the Work. The Design Professional shall decide what constitutes "minor," "incomplete," "unsatisfactory," and "materially" and the Design Professional's decision shall be final.
- (d) Date of Final Completion:  
**The Date of Final Completion shall be November 15, 2009.**

Section 4. CONTRACT SUM/LIQUIDATED DAMAGES

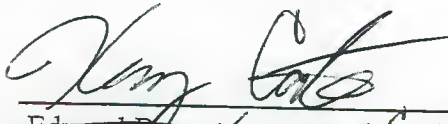
- (a) Contract Sum: The Contract Sum shall be \$ 135,900.00 .
- (b) Liquidated Damages: The Contractor and the City agree to a Liquidated Damages sum of \$250.00 per calendar day.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as a sealed instrument as of the date first written above.

CITY OF SOMERVILLE

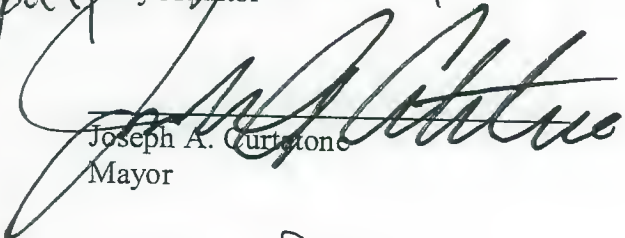
I hereby certify that the total contract amount is \$ 135,900.00, and that an unencumbered balance of \$ 100,000.00 is available for the first fiscal year of this contract. I further certify that a sum of \$ 100,000.00 is hereby encumbered against the appropriate account for the purposes of this contract. Further, I certify that as funds become available, I will encumber additional sums as are required under this contract.



Edward Bean  
Deputy City Auditor




Deputy



Joseph A. Curtatone  
Mayor

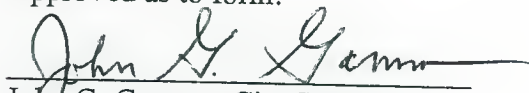


Monica R. Lamboy, OSPCD  
Executive Director



Rositha Durham, Purchasing Director

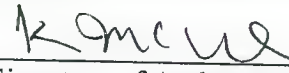
Approved as to form:



John G. Gannon, City Solicitor

VENDOR:

Sequoia Construction, Inc.



Signature of Authorized Agent of Vendor

Printed Name: Kevin McCloud

Title: Treasurer

Vendor Address: 10 Buckley Avenue, Suite 9

Whitman, MA 02382

Federal Tax ID: # 04-3181294

FOR CORPORATIONS ONLY:



Clerk's Signature

Edward McCloud

Clerk's Name

**Certificate of Authority**

At a meeting of the Board of Directors of: SEQUOIA CONSTRUCTION INC.

Held on: 1-2-09, at which a quorum was present, it was VOTED,

that: KEVIN Mc CLOUD, TREASURER of this company

is hereby authorized to execute contracts and bonds in the name of an on behalf of said company, and affix its corporate seal therto; and such execution of any contract or

obligation in this company's name on its behalf by such: KEVIN Mc CLOUD

under seal of this company shall be valid and binding upon this company.

A True Copy Attest:

Clerk/Secretary: 

Signature

EDWARD Mc CLOUD

Print Name


10 BUCKLEY AVE SUITE 9 WHITMAN, MA 02382

Place of Business

I, EDWARD Mc CLOUD, hereby certify that I am the clerk/secretary of the: SEQUOIA CONSTRUCTION INC.

and that: KEVIN Mc CLOUD

is the duly authorized person of said company, and that the above vote has not been amended or rescinded and that said vote remains in full force as of this date.



Clerk/Secretary



## **APPENDIX A**

### **Scope of Services – Miscellaneous Bid Documents**

Includes a brief description of the project  
The Plans and Technical Specifications (Plans on File)  
And addenda issued during the bid process.



**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Department of Purchasing**  
**JOSEPH A. CURTATONE**  
**MAYOR**

To: Prospective bidders IFB 09-40CD, ADA Ramps Construction

From: Karen Mancini, Asst. Purchasing Director

Date: January 29, 2009

Re: Change in Bid Opening Dates

**Addendum No. 1 to IFB 09-40CD**

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The City is issuing this addendum to IFB 09-40CD, ADA Ramps Construction , to provide additional information:

**1. The Following Bid Dates Have been changed to the following:**

- **Bid Opening Date has been changed to:**  
**Friday, 2/13/2009 @ 11:00 AM**
- **Pre-Bid Conference Meeting has been changed to:**  
**Monday, 2/9/2009 @ 10:00 AM**  
**Somerville City Hall, 93 Highland Avenue**  
**OSPCD Conf. Room, Third Floor**
- **Questions must be submitted by:**  
**Wednesday, February 11, 2009 by 4:30 PM**

**CITY OF SOMERVILLE MASSACHUSETTS  
SOMERVILLE CITY HALL  
93 HIGHLAND AVENUE  
SOMERVILLE MA. 02143  
BIDDING INSTRUCTIONS FOR  
ADA RAMP CONSTRUCTION  
AT FOUR LOCATIONS  
Bid No. 09-40CD**

**Enclosed you will find an invitation to bid for:** The work consists of the construction of Twelve (12) Wheelchair ramps to Massachusetts Architectural Access Board (AAB) standards (521 MR 21.00, effective January 27, 2006); hiring a design professional to verify that all AAB requirements have been fulfilled; and resetting crosswalk signs. Substantial completion of work shall be by September 1, 2009.

**A Pre-Bid Conference will be held on Monday, February 9, 2009 at 10:00 AM, at the OSPCD, 3rd floor Conference Room, Somerville City Hall, 93 Highland Ave., Somerville.**

When submitting bid, please identify the bid item and number clearly. All bids must be sealed and delivered to Purchasing Department, City of Somerville, 93 Highland Ave., Somerville, MA 02143. Please mark the outside of all bid envelopes with the Bid number above and write **"ADA Ramps"** on the bid envelope.

**BIDS SUBMITTED MUST BE AN ORIGINAL.**

The completion of the following forms is necessary for consideration of a potential contract award. When submitting bid documents, please retain the order of documents as originally provided.

- 1) "Notice to Bidders" signed by person submitting bid.
- 2) "Signature Form" complete when submitting your bid.
- 3) Tax Compliance/Non Collusion Form
- 4) Certificate of Signature Authority
- 5) Somerville Living Wage Form
- 6) Quality Requirements
- 7) Form for General Bid
- 8) Bid Form for Alternates
- 9) Schedule of Values

**NOTE:** If Vendor is incorporated an updated "CERTIFICATE OF GOOD STANDING" from the Commonwealth of Massachusetts will be needed for the awarded vendor only.

**CITY HALL HOURS HAVE BEEN CHANGED. WE ARE OPEN UNTIL 7:30 P.M. ON THURSDAYS AND CLOSE ON FRIDAYS AT 12:30 P.M.**

Please review and return with your sealed bids as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

Your cooperation is greatly appreciated.

**City of Somerville**  
**Invitation for Bids for**  
**ADA Ramp Construction**  
**Bid No. 09-40CD**

**I. General Information and Bid Submission Requirements**

**Bid Delivery**

All bids must be delivered to City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143.

**A Pre-Bid Conference will be held on Monday, February 9, 2009, at 10:00 AM  
OSPCD, 3<sup>rd</sup> floor Conference Room, Somerville City Hall, 93 Highland Avenue, Somerville.**

Bids must be delivered by: **11:00 A.M. on Friday, February 13, 2009.**

1 copy of the bid should be submitted. Bids must be sealed and marked as follows:  
**"Bid for ADA Ramp Construction, Bid #09-40CD."**

All bids must include a non-collusion form, tax compliance certificate, bid pricing sheet, reference form as provided in this IFB, and 5% bid surety in the amount of 5% of the proposed bid amount. The estimated contract amount is \$140,000.00. A Bid bond, Certified Check, Treasurer's Check, or Cashier's Check made payable to the City must be submitted with each bid. Said bid guarantee will become the property of the City of Somerville if the proposal is accepted and the bidder either neglects or refuses to comply with the terms of the proposal. Bid guarantee will be returned within 30 days to all unsuccessful bidders.

**Bid Signature**

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

**Time for Bid Acceptance**

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)



### Bonding Requirements

A Performance Bond and a Labor and Materials Bond in the amount of 100% each is required upon contract award.

### Prevailing Wage Requirements

Davis Bacon Wage Rates apply to this contract. The applicable wage rates are attached.

### Changes and Addenda

If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having picked up the IFB. No changes may be made to the bid documents, by the Bidders; without written authorization and/or an addendum from the Purchasing Department.

### Questions about the IFB

Questions concerning this invitation for bids must be submitted in writing to: Karen Mancini, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 4:30 P.M. on Wednesday, February 11, 2009.** Questions may be delivered, mailed, faxed to: 617-625-1344, or e-mailed to [kmancini@somervillema.gov](mailto:kmancini@somervillema.gov). Written responses will be mailed or faxed to all bidders on record as having picked up the IFB.

If any Bidders or proposers contact anyone outside of Purchasing, for information about this proposal, the bid/proposal will be disqualified from the bidding process.

### Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the City of Somerville prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.\_\_\_\_" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

### Right to Cancel/Reject Bids

The City of Somerville may cancel this IFB, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

### Unbalanced Bids

The City reserves the right to reject unbalanced, front loaded, and conditional bids.

### Bid Prices to Remain Firm

All bid prices submitted in response to this IFB must remain firm for 60 days following the bid opening.

### Unforeseen Office Closure

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

## **II. Purchase Description/Scope of Services**

### Contract Term Length and Renewal Options

The contract will remain in effect from February 15, 2009 through February 14, 2010. With a Substantial completion date of September 1, 2009 and a project completion date of November 15, 2009.

### Price Submission

All prices must be stated as requested on the Bid price submission pages.

### Estimated Quantities

The City of Somerville has estimated the quantities required for each of the items on the bid price submission pages, however, these estimates are estimates only and are not guaranteed. The contract value has been estimated at \$140,000.00.

### Brand Name "Or Equal"

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. Samples may be requested before a final decision is made. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

### Warranty

The bidder warrants a one-year warranty on workmanship, products and materials for defects that arise other than normal wear and tear.

The bidder guarantees that upon inspection, any defective or inferior workmanship, products and materials shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior workmanship, products and materials.

### Invoicing

Vendor will mail an invoice to the contracting department.

### Cancellation

The City reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the specifications provided herein.

### Specifications/Scope of Work

#### **General**

The work to be performed under this contract consists of furnishing labor, materials, and equipment for the specified repairs at various municipally owned facilities.

#### **Examination of Property**

The contractor shall fully inform himself of the existing conditions where the work is to be done.

#### **Protection of Property**

The contractor shall take all precautions to protect the property of the City from injury and shall be held responsible for all employees or any person or persons, instrument or device directly or indirectly employed by him. Any corresponding damages shall be replaced, repaired and paid for by the contractor to the satisfaction of the City.

#### **Quality of Workmanship**

All work must be done in a thorough workmanlike manner.

#### **Experience**

The contractor shall have been established in the specified field for at least 5 years.

#### **Response Time**

The contractor must respond within forty-eight hours when issued notification by the City of Somerville.

### **Laws and Regulations**

The contractor shall comply with all Federal, State and Local laws regulations and ordinances governing this type of work. Without limiting the generality of the forgoing, the Contractor shall comply with all applicable Mass Highway specifications, and Massachusetts Architectural Access Board (AAB) standards and regulations. In addition, because the funding source is Federal Community Development Block Grant funds, the Contractor shall comply with the Americans with Disabilities Act (ADA) and the Architectural Barriers Act of 1968, including compliance with Uniform Federal Accessibility Standards (see paragraph #12 of Appendix K).

### **Estimates and Surveys**

The contractor shall, as required, furnish estimates and survey proposed work at no cost to the City.

## **SPECIFICATIONS FOR ADA RAMP CONSTRUCTION**

### **SCOPE OF WORK**

The work consists of the construction of twelve (12) wheelchair ramps to Massachusetts Architectural Access Board (AAB) standards (521 CMR 21.00, effective January 27, 2006); hiring a design professional to verify that all AAB requirements and City of Somerville standards have been fulfilled; restriping crosswalks as necessary (meeting City of Somerville standards); and resetting crosswalk signs.

The work shall take place at the following four (4) locations:

1. The intersection of Cherry Street and Elm Street, near the John F. Kennedy Elementary School;
2. The intersection of Burnham Street and Powderhouse Boulevard near Tufts University;
3. The intersection of Somerville Avenue and Prospect Street near Union Square; and
4. Broadway in Somerville at the driveway to Clarendon Hill Towers.

The work to be done under this contract consists of provision and payment for all materials, labor, tools, equipment, pumping, water, power, transportation, superintendence, verifications by the design professional, temporary construction of every nature, taxes legally collectable because of the work, and all other services and facilities of every nature whatsoever necessary to execute the work and to complete in every respect and as shown on the drawings or called for in the specifications

### **PROVISION FOR TRAVEL AND PROSECUTION OF THE WORK**

The street and adjacent side streets shall remain open to travel throughout the period required for the completion of the improvement except as permitted by the City of Somerville Traffic Commission. Reasonable facilities shall be provided by the contractor for the convenient and safe passage of pedestrians through the project and also to and from properties abutting the improvement. Particular care shall be taken at all times to establish and maintain such methods of procedure as will not create hazards of an unusual nature.

### **WORK SCHEDULE**

Work on this project is mainly restricted to a ten hour day, five-day week with the Prime Contractor and all Sub Contractors working on the same shift. Peak hour work restrictions may apply as specified in the Street Permit or as directed by the Engineer.

### **DISPOSAL OF SURPLUS MATERIAL**

Surplus material resulting from the various kinds of excavation and not required for use on the project shall be disposed of by the contractor, outside the project limits, at his own responsibility and without additional compensation thereof.



## **PROTECTION AND RESTORATION OF PROPERTY**

Special care shall be exercised by the Contractor during the prosecution of the work, to save from harm and injury any structure, public or private, water system situated above or below the surface, and adjacent properties lying within the scope of the project, not specifically designated to be removed or otherwise altered.

## **RETAINAGE**

A Retainage of 5% shall be held by the City. This sum shall be held by the City for a period of sixty (60) days after final estimate is made and the work is accepted by the City.

NOTE: Contractor's equipment is not to be parked or stored at the Public Works Yard at any time.

All unit prices quoted herein shall be firm for the duration of the Contract, regardless of any changes in the cost of materials or labor.

## **SPECIAL PROVISIONS**

### **NOTICE TO OWNERS OR UTILITIES**

Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately owned utilities of his intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations, and the contractor shall, at the same time, file a copy of such notice with the Engineer.

Bidders are hereby notified that information is available regarding the existing utility structures which may be encountered within and adjacent to the limits of the work and the corporations owning controlling same. The completeness of this list is not guaranteed by the Department.

City of Somerville  
Department of Public Works  
Superintendent of Lights & Lines  
Engineering Division  
Water Division  
Sewer Division  
One Franey Road  
Somerville, MA 02145  
Tel. (617) 625-6600

NSTAR  
NSTAR Way  
Westwood, MA 02090  
Tel. (781) 441-8000

Time Warner Cable  
300 Commercial Avenue  
Malden, MA 02148  
Tel. (781) 397-2600

Massachusetts Water Resource Authority  
(MWRA)  
59 Amaranth Avenue  
Medford, MA 02155  
Tel. (781) 306-2130

Verizon New England  
185 Franklin Street  
Suite 1250  
Boston, MA 02210  
Tel. (617) 743-4524

Somerville Dept. of Traffic  
and Parking  
133 Holland Street  
Somerville, MA 02144  
Tel. (617) 625-6600 x7900

Algonquin Gas Trans Co.  
8 Wilson Way  
Westwood, MA

M.W.R.A. Water & Sewer Division  
Charlestown Navy Yard  
100 First Avenue  
Boston, MA 02129  
Tel. (617) 242-6000

Dept. of Conservation & Recreation  
Division of Urban Parks & Recreation  
153 Causeway Street  
Boston, MA

RCN – CATV  
115 West First Street  
South Boston, MA 02127  
Tel. (617) 670-2927

Bell Atlantic (BA)  
285 Lucas Street  
Woburn, MA 01801  
Tel. (781) 939-3566

Comcast  
116 Crosby Road  
Unit 10  
Dover, NH 03820  
Tel. (603) 749-9194

Media One  
790 Main Street  
Wilmington, MA 01887  
Tel. (978) 658-0400

The Contractor shall notify Massachusetts "DIG SAFE" 72 hours prior to start of construction.

"DIG SAFE" call center: 1-888-DIGSAFE or 1-888-344-7233.

#### **BOND REQUIREMENTS**

A Performance Bond and a Labor and Materials Bond in the amount of 100% each of the contract price will be required from the successful bidder.

#### **PREVAILING WAGE REQUIREMENTS**

Bidders will be required to comply with the Davis Bacon Wage Laws,. Every bidder will be required to submit a certified payroll to the City every week. The City will take an active role in reviewing and monitoring these payroll weekly. If the City suspects any violations, the City will report them to the Attorney General's Fair Labor and Business Practices Division. The Attorney General's Office, after conducting an investigation and a hearing can order the bidder to halt work, if it finds prevailing wage violations. Within fifteen days after completion of its portion of the work the bidder must submit a Statement of Compliance with the prevailing wage law. The City reserves the right to conduct hearings on bids that are significantly below the average bid price submitted on a project, to make findings of fact and determinations. Weekly payrolls are public records and the bidder shall make them available upon request. The Bidder is required to keep these records for a period of three years from the date of the completion of this contract.

### CONTRACT PERIOD

The contract will be from February 15, 2009 through February 14, 2010. The project substantial completion date is September 1, 2009 with a project completion date of November 15, 2009.

### INSURANCE REQUIREMENTS

(See attached)

### CONCRETE WHEELCHAIR RAMP

City of Somerville Standards

Ramps shall be built to the latest specifications of the Mass Highway State Standards. Pavement shall include the installation of Detectable Warning Panel in accordance with Mass Highway Engineering Directive M/E 107.6.5. **Color of panels shall be brick red.**

### TRAFFIC POLICE

The Contractor shall provide such police officers as the Project Manager deems necessary for the direction and control of traffic within the site of the improvement. Such officers shall wear regulation policemen's uniforms. Compensation for the services of said police officers to be paid by the Contractor to a designated municipal official, at a patrolman's rate of pay, subject to all rules and regulations, ordinances or by-laws in effect in the City of Somerville.

The Contractor is required to submit weekly certified copies of payroll, covering such police officers, containing complete payroll information and payment receipts.

The City of Somerville will reimburse the Contractor for payments made for the services of all required traffic officers upon receipt of payment vouchers.

### III. Quality Requirements

*Please respond to the following questions. A negative response to any of the following questions will automatically disqualify the vendor:*

|   | Yes | No |
|---|-----|----|
| Has the contractor been established in this specified field for at least 5 years?   | ✓   |    |
| Has the contractor successfully completed a minimum of three (3) similar projects within the past six (6) years?  | ✓   |    |
| Can the Contractor provide a design professional, to certify to the City, that the Wheelchair ramps will meet the Massachusetts Architectural Access Board (AAB) standards (521 MR 21.00, effective 1/27/06 and verify that all AAB requirements will be met? | ✓   |    |
| Can the Contractor verify that it can meet the City of Somerville standards for Wheelchair Ramps?   | ✓   |    |
| Can the Contractor certify that all employees to be provided, have successfully completed at least 10 hours of OSHA approved training in Construction Safety and Health?  | ✓   |    |
| Optional:<br>Vendor: Are you a State Office for Minority and Women Owned Business Assistance (SOMWBA) certified minority or woman owned business?   | ✓   |    |

### IV. References

The Form for General Bid requires a minimum of three municipal references for whom similar construction of sidewalk handicap access has been provided. Include contact person and telephone number along with company name and address.

### V. Rule for Award

One contract will be awarded to the responsible and eligible bidder offering the lowest bid price.

### VI. Form for General Bid

The Form for General Bid includes the base bid on the first page and incorporates as an attachment a Bid Form for Alternates. These are DEDUCT ALTERNATES which, if adopted by the City, shall decrease the bidder's base bid. The City reserves the right to determine lowest responsible and eligible bidder on the basis of the (1) Bidder's Base Bids, or (2) Bidders Base Bids less Deduct Alternative #1, or (3) the Bidders Base Bids less the Deduct Alternatives #1 and #2.

Prices are to include delivery, the cost of fuel, the cost of labor, equipment and all other charges required for the twelve (12) Wheelchair Ramps at four (4) locations, as specified. Prices are to remain the same for the entire contract period.



# SOMERVILLE LIVING WAGE ORDINANCE FORM

(Ordinance No. 1999-1\*)

This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar thresholds:

- a) \$50,000 for contracts commencing during the period 7-1-99 to 6-30-01  
(Fiscal Years 2000 and 2001);
- b) \$30,000 for contracts commencing during the period 7-1-01 to 6-30-03  
(Fiscal Years 2002 and 2003); and
- c) \$10,000 for contracts commencing during the period 7-1-03 and thereafter  
(Fiscal Years 2004 and thereafter.);

The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

**Definition of "Living Wage"** For this contract or subcontract, as of 07-01-2008 "Living Wage" shall be deemed to be an hourly wage of no less than \$10.84/hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

If the undersigned bidder or offeror is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract.

## **CERTIFICATIONS**

- 1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
- 2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.

\* Copies of the Ordinance are available upon request to the Purchasing Department.

## CERTIFICATE IN GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE IN GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT "Certificate in Good Standing"**.

If you require information on how to obtain the "Certificate in Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17<sup>th</sup> Floor, Boston, MA 02133 or you may access their web site at :  
[www.sec.state.ma.us/corp/certificates/certificate\\_request.asp](http://www.sec.state.ma.us/corp/certificates/certificate_request.asp)

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

### IMPORTANT NOTICE

Requests for Certificates in Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,  
Purchasing Director

### CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal is in all respects bona fide, fair and made, without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, union, or other business or legal entity.

K. M. C. U.

Signature of individual submitting bid or proposal

SEQUOIA CONSTRUCTION INC.

Name of business

### TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

K. M. C. U.

Signature of person submitting bid or proposal

SEQUOIA CONSTRUCTION INC.

Name of business

2-13-09

Date

04-3181294

FID#



CITY OF SOMERVILLE

SIGNATURE FORM

NAME OF COMPANY: SEQUOIA CONSTRUCTION INC.  
ADDRESS: 10 BUCKLEY AVE SUITE 9 WHITMAN, MA 02382  
TELEPHONE #: 781-447-8052 FAX #: 781-447-8057  
DATE: 2-13-09

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL:

TITLE: TREASURER

RESIDENCE: 1 VIOLET ST LAKEVILLE, MA 02347

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: SEQUOIA CONSTRUCTION INC.

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: MA.

THE PRESIDENT IS: NANCY MCCLOUD

THE TREASURER IS: KEVIN MCCLOUD

THE CLERK/SECRETARY IS: EDWARD MCCLOUD

NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE: \_\_\_\_\_

NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE: \_\_\_\_\_



## **Appendix A Specifications**

### **Section 01000**

|               |   |               |
|---------------|---|---------------|
| Section 01000 | Special Conditions                              | Pages 1 -10   |
| Section 01010 | Summary of Work                                 | Page 11       |
| Section 01019 | Contract Considerations                         | Pages 12 – 14 |
| Section 01030 | Alternates                                      | Pages 15 – 16 |
| Section 01039 | Coordination & Meetings                         | Pages 17 – 20 |
| Section 01040 | Existing Conditions                             | Pages 21      |
| Section 01050 | Conduct of the Work                             | Pages 22 – 23 |
| Section 01300 | Submittals                                      | Pages 24 – 29 |
| Section 01400 | Quality Control                                 | Pages 30 – 31 |
| Section 01500 | Construction Facilities &<br>Temporary Controls | Pages 32 – 34 |
| Section 01510 | Protection                                      | Pages 35 – 36 |
| Section 01520 | Cleanup   | Pages 37 – 38 |
| Section 01600 | Material & Equipment                            | Pages 39 – 41 |
| Section 01700 | Contract Closeout                               | Pages 42 – 44 |
| Section 01720 | Surveys & Record Drawings                       | Page 45       |

### **Section 02000**

|               |                          |               |
|---------------|--------------------------|---------------|
| Section 02000 | Site Specific Guidelines | Pages 46 – 62 |
|---------------|--------------------------|---------------|

**SECTION 01000**  
**SPECIAL CONDITIONS**

**1.01 DEFINITIONS**

- A. General: Except as specifically defined otherwise, the following definitions supplement definitions of the Contract, General Conditions, Special Conditions, Technical Specifications and other general contract documents, and apply generally to the work.
1. Owner: City of Somerville, Massachusetts, Mayor's Office of Strategic Planning and Community Development.
  2. Project Manager: Stephen Winslow of the City of Somerville, Massachusetts. Tel. No. (617) 625-6600 or other person identified by the City.
  3. Engineer: Charles O'Brien, City Engineer tel.617-625-6600 or other person identified by the City.
  4. Indicated: Shown on drawings by notes, graphics or schedules, or written into other portions of contract documents. Terms such as "shown", "noted", "scheduled" and "specified" have same meaning as "indicated" and are used to assist the reader in locating particular information.
  5. Directed, Requested, Approved, Accepted, etc.: These terms imply "by the City Engineer" unless otherwise indicated.
  6. Approved by Engineer: In no case releases Contractor from responsibility to fulfill requirements of contract documents.
  7. Project Site: Space available to Contractor at location of project, either exclusively or to be shared with separate contractors, for performance of the work.
  8. Furnish: Supply and deliver to project site, ready for unloading, unpacking, assembly, installation and similar subsequent requirements.
  9. Install: Operations at project site including: unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar requirements.
  10. Provide: Furnish and install, complete and ready for intended use.
  11. Remove: Complete removal, loading, transporting, permits, and legal disposal off-site by the Contractor of all designated materials in accordance with local, state and federal regulations, at the Contractor's expense.
  12. Installer: Entity (firm or person) engaged to install work, by Contractor, subcontractor or sub-contractor. Installers are required to be skilled experts in work they are engaged to install.
  13. Specification Text Format: Underscoring facilitates scan reading, no meaning. Imperative language is directed at Contractor, unless otherwise noted.

14. Overlapping/Conflicting Requirements: Most stringent (generally) language written directly into contract documents clearly indicates that a less stringent requirement is acceptable. Refer uncertainties to Engineer for decision before proceeding.
15. Where optional requirements are specified in a parallel manner, option is intended to be Contractor's unless otherwise indicated.
16. Minimum Requirements: Indicated requirements are for a specific minimum acceptable level of quality/quantity, as recognized in the industry. Actual work must comply (within specified tolerances), or may exceed minimums within reasonable limits. Refer uncertainties to Engineer for decision before proceeding.
17. Abbreviations, Plural Words: Abbreviations, where not defined in contract documents, will be interpreted to mean the normal construction industry terminology, determined by recognized grammatical rules, by the Engineer. Plural words will be interpreted as singular and singular words will be interpreted as plural where applicable for context of contract documents.

## 1.02 PROJECT SITES

The work shall take place at the following four (4) locations:

1. The intersection of Cherry Street and Elm Street near the John F. Kennedy Elementary School;
2. The intersection of Burnham Street and Powder House Boulevard near Tufts University;
3. The intersection of Somerville Avenue and Prospect Street near Union Square; and
4. Broadway in Somerville at the driveway to Clarendon Hills Towers.

## 1.03 SUMMARY OF WORK

The Work consists of the construction of twelve (12) wheelchair ramps to Massachusetts Architectural Access Board (AAB) Standards (521 CMR 21.00, effective January 27, 2006), hiring a design professional to verify that all AAB requirements have been fulfilled, restriping crosswalks as necessary, and resetting crosswalk signs.

The Work to be done under this Contract consists of provision and payment for all materials, labor, tools, equipment, pumping, water, power, transportation, superintendence, temporary construction of every nature, taxes legally collectable because of the work, and all other services and facilities of every nature whatsoever necessary to execute the work and to complete in every respect and as shown on the drawings or called for in the specifications.

## 1.04 TIME FOR COMPLETION AND SEQUENCE OF WORK

- A. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed.

**Substantial Completion** shall be by September 1, 2009. The following scope of work will constitute Substantial Completion:

- Excavation and sawcutting;
- curb removal, relocation and resetting;

- installation of concrete curb ramps;
- re-installation of crosswalk signs;
- temporary painting of crosswalks; and
- verification by a design professional that all AAB requirements as set forth in 521 CMR 21.00 have been fulfilled.

**Final Completion** shall be by November 15, 2009.

The Contractor shall employ sufficient equipment and workmen to complete the installation as expeditiously as possible as directed by the Project Manager. If, in the opinion of the Owner the progress of the work of the Contractor does not, at any time, clearly demonstrate that completion of the installation will meet with the approval of the Owner, the Owner reserves the right to require the Contractor to employ such additional equipment and workmen as required, and to work overtime hours to assure completion dates, all without additional cost to the Owner.

- B. No night, Saturday, Sunday or holiday work requiring the presence of City Staff will be permitted except in case of an emergency, and then only to such an extent as is absolutely necessary, with the approval of the Project Manager.

#### 1.05 LIQUIDATED DAMAGES

- A. As actual damages for any completion of the work which the Contractor is required to perform under this Contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of **two hundred and fifty dollars (\$250)** as fixed and agreed, as liquidated damages for each calendar day of delay from the date stipulated for completion, or as modified in accordance with the General and Special Conditions.

#### 1.06 OWNER'S TAX EXEMPTION

- A. The Awarding Authority, as a department of a corporate municipality in the Commonwealth is exempt from the taxes listed below. Contractor shall notify all suppliers of the following current certificates:
1. Federal Excise Taxes as applied to articles taxable under Chapter 32 of the Internal Revenue Code of 1954, as amended, City of Somerville Excise Tax Exemption Certificate is not required.
  2. From Sales and Use Tax imposed by the Commonwealth of Massachusetts under Chapter 14, Acts of 1966, the City of Somerville has been assigned exemption certificate No. 046-001-414 with respect to leases, rental, or purchases of "Tangible Personal Property".

#### 1.07 RESPONSIBILITIES OF CONTRACTOR

- A. Except as otherwise specifically stated in the Contract Documents and Technical Specification, the Contractor shall provide and pay for all materials, tools, labor, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fee or other expenses, permits and back charges and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract for Site Preparation completed in every respect within the specified time.



- B. Unless otherwise specified herein all materials, workmanship, methods, and practices shall conform to the current Standards of the appropriate Department of the City of Somerville.
- C. The Contractor shall be responsible for detailed layout, all stake-out and grade control, and, if necessary, shall employ a registered Professional Engineer or a registered Land Surveyor for this purpose.
- D. The Contractor shall verify dimensions and utility locations shown on the plans and if any inconsistencies or discrepancies should be noted on the Drawings, or between the Drawings and actual field conditions, or between the Drawings and the Specifications he shall immediately notify the Project Manager. The Contractor will be held responsible for any errors resulting from his failure to exercise the aforementioned precaution. Such information shall be marked on copies of the drawings and submitted to the Project Manager.
- E. The Contractor shall employ a suitable superintendent and foremen to represent him at all the several parts of the work and they shall be present at all times while the work entrusted to them is in progress and shall be informed thoroughly regarding it. The foreman, mechanics, and others employed by the Contractor shall be skilled and experienced in the particular work which is given them to do.
- F. As soon as the Contract is executed, the Contractor shall order materials, submit construction schedules as hereinafter specified, and otherwise anticipate the Notice to Proceed. When the Owner gives the Notice to Proceed, the work of construction shall begin at the time stipulated therein and shall be completed within the Time for Completion specified.
- G. It is the Contractor's responsibility to make his own investigation and related assumptions and to satisfy himself as to subsurface conditions and to ensure that these are reflected in the general and unit prices bid.
- H. In order to verify locations of utilities and varying field conditions, exploratory excavations have been incorporated into the plans for this contract, the cost of which are to be included in the contract price bid.
- I. The Contractor's attention is called to the necessity of obtaining permits.
  - 1. All persons desiring to use such water from a hydrant or any other appurtenance shall apply for a "Hydrant Permit" at the city of Somerville.

#### 1.08 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing and must be presented to the Project Manager.
- B. Any notice to or demand upon the Contractor shall be considered sufficiently given if delivered at the office or field office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Office of Strategic Planning and Community Development, City of Somerville, 93 Highland Avenue, and any notice to or demand upon

the Owner shall be sufficiently given is so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.

- D. Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

#### 1.09 LAYOUT WORK

- A. The City has identified sample templates for each location that the Contractor will use to develop lay-outs in the field. The Contractor is hereby required to verify the proposed template can be implemented by referencing fixed elements such as existing exterior walls and other points which serve as reference points of layout work. The Contractor shall, upon start-up of his work carefully verify the feasibility of the selected sample template. If the sample template is not feasible to implement, the Contractor shall propose an alternative template that meets ADA requirements. The Contractor shall report to the Project Manager any conditions which are found to be in conflict with Contract Documents. The Project Manager will advance decisions as to necessary adjustment to dimensions and will promptly disseminate revised drawings or corrections which shall serve as the basis for advancement of the work.
- B. Lines and grade work in accordance with Drawings and Specifications shall be laid out by a registered Civil Engineer or Surveyor employed by the Contractor. The Contractor shall maintain all established bounds and bench marks and replace, as directed, any which may be disturbed or destroyed. The General Contractor shall pay all costs of the services of Civil Engineer or Surveyor.
- C. The Contractor shall check all Drawings and templates and shall report any errors in them to the Engineer, who will make or approve the necessary corrections. Any discrepancies not reported prior to construction shall not be the basis for claims for extra compensation.

#### 1.10 PARTIAL USE OF SITE IMPROVEMENTS

- A. The Owner, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and accepted as complying with the Technical Specifications and if, in its opinion, each such section is reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:
  - 1. The use of such sections of the improvements shall in no way impeded the completion of the remainder of the work by the Contractor.
  - 2. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
  - 3. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or due to poor workmanship.
- 5. The period of guarantee stipulated in the specifications shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

#### 1.11 CONTRACT DOCUMENTS AND DRAWINGS

Not Applicable

#### 1.12 HISTORICAL, ARCHAEOLOGICAL OR ANTIQUE ITEMS

- A. The Contractor during his excavation, site clearance and other operations may come upon, uncover or otherwise discover items of historical, archaeological or antique nature. The Contractor shall immediately stop operations at the particular site of the discovery and notify the Owner so that a proper evaluation may be made of its importance. The Owner shall arrange for the evaluation in a manner that shall not unduly interfere with the Contractor's operations.
- B. All such items, if designated by competent authority to be historical, archaeological or antique nature shall not become the property of the Contractor but shall be placed in the custody of the Owner for disposition.
- C. The Contractor shall be required to remove with care or to assist in the removal of any such item or items and to transport the same to a place of safe keeping within the City of Somerville. The costs for so assisting shall be reimbursed to the Contractor if approved by the Project Manager.

#### 1.13 FIRE PROTECTION AND PREVENTION

- A. The Contractor shall keep the site free of rubbish and construction debris at all times.
  - 1. He shall provide sufficient metal barrels or dumpsters into which all refuse and garbage shall be deposited. All containers shall have tight fitting covers. These shall be secured overnight or removed daily.
  - 2. At the end of each work week, the Contractor shall thoroughly clean premises of rubbish and debris of any nature, and remove such from the premises.

#### 1.14 RUBBISH REMOVAL

- A. The Contractor and each Subcontractor shall remove all rubbish, waste, tools, equipment, and appurtenances caused by and used in the execution of his work; but this shall in no way be construed to relieve the Contractor of his primary responsibility for maintaining the site clean and free of debris, leaving all work in a clean condition.

#### 1.15 TEMPORARY FACILITIES

- A. General Provisions
  - 1. Furnish all labor, materials, and services to fulfill the requirements for temporary facilities, at no additional cost to the Owner, and comply with all requirements set forth herein, except where said requirements are in conflict with Federal, State, or Local laws, rules, and regulations, in which case(s) the applicable Federal, State, or Local requirements shall govern.